

AMENDMENT NUMBER ONE
TO THE AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE
OF
THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE
OF
THE KINGDOM OF NORWAY
REGARDING THE EXCHANGE
OF
ENGINEERS AND SCIENTISTS
(SHORT TITLE: E&S AGREEMENT)

The Department of Defense of the United States of America and the Ministry of Defense of the Kingdom of Norway, hereinafter referred to as the "Parties," entered into the Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Kingdom of Norway Regarding the Exchange of Engineers and Scientists (hereinafter referred to as the "E&S Agreement"), on April 15, 1999. In accordance with paragraph 11.7 of Article XI (Entry into Force, Amendment, Duration, and Termination) of the Agreement, the Parties agree to amend the E&S Agreement as follows:

A. The Agreement is hereby amended as follows:

- a. In Article I, Definition of Terms, insert the following definition after "Information" and before "Invention":

"Intellectual Property In accordance with the World Trade Organization Agreement on Trade-related Aspects of Intellectual Property Rights of April 15, 1994, all copyright and related rights, all rights in relation to inventions (including Patent rights), all rights in registered and unregistered trademarks (including service marks), registered and unregistered designs, undisclosed Information (including trade secrets and know-how), layout designs of integrated circuits, geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields."

- b. In Article VI, Security:

- i. Delete paragraph 6.3 and replace it with the following:

"To ensure the protection of Intellectual Property, Classified Information, Controlled Unclassified Information, or other Information disclosed under this Agreement, both during and after termination of an assignment, all E&S personnel shall be briefed at the beginning of the assignment by the designated security officer and/or legal counsel of the Host Party of the applicable security or Intellectual Property regulations and statutes, and shall be required, prior to assuming the duties of the assignment in the Host Country, to sign the certification at Annex B (Certificate of Conditions and Responsibilities)."

- ii. Delete paragraph 6.4 and replace it with the following:

"E&S personnel shall at all times be required to comply with the security and export control laws, regulations, and procedures of the government of the Host Party. Any violation of security procedures by E&S personnel during their assignments shall be reported to the Parent Party for appropriate action. E&S personnel committing willful violations of security procedures during their assignments shall be withdrawn from this Exchange Program with a view toward administrative or disciplinary action by the Parent Party."

iii. Insert new paragraphs 6.6 through 6.10 as follows::

"6.6 Except as otherwise provided in this Agreement, or as authorized in writing by the Host, Controlled Unclassified Information provided or generated pursuant to this Agreement shall be controlled as follows:

- 6.6.1. Such Information shall be used only for the purposes specified in this Agreement.
 - 6.6.2. Access to such Information shall be limited to E&S personnel whose access is necessary for the purposes of this Agreement.
 - 6.6.3. Each Party shall take all lawful steps available to it, including national classification, to keep such Information free from further disclosure (including requests under any legislative provisions), unless the Host Party consents to such disclosure. In the event of unauthorized disclosure, or it becomes probable that the Information may have to be further disclosed under any legislative provision, immediate notification shall be given to the Host Party.
- 6.7 Controlled Unclassified Information shall be subject to export control laws and regulations and shall be disclosed and transferred subject to authorization by relevant authorities of the Host Party's Government and in accordance with this Agreement.
- 6.8 To assist in providing the appropriate controls, the Host Party shall ensure Controlled Unclassified Information, including Information subject to export control, is marked with a legend containing the country of origin, the Intellectual Property rights, and export controls, in order to ensure its "in confidence" nature.
- 6.9 Controlled Unclassified Information incidental to supporting this Exchange Program disclosed to E&S personnel shall be considered to be provided to the Parent Party. Such Information may be used by the Parent Party solely for Information, evaluation, and planning purposes. This Information will not be used by the Parent Party for any purpose other than the purpose for which it was furnished under this Agreement without the prior written consent of the Host Party, specifying the authorized use of Information.
- 6.10 Except to the extent that Controlled Unclassified Information incidental to supporting this Exchange Program is disclosed to E&S Personnel, this Exchange Program may not be used as a mechanism for, and does not authorize, the exchange or generation of such Information subject to export control laws and regulations. Exchange of such Controlled Unclassified Information will be governed by separate Agreements designed for the purpose."

c. In Article VIII (Intellectual Property Rights):

i. Insert new paragraph s 8.8 and 8.9 as follows

“8.8 All expenses, including filing fees and maintenance fees associated with Patent applications for Inventions, shall be borne by the Party filing the Patent application. The filing Party shall provide the other Party with copies of all applications made and of all Patents granted.

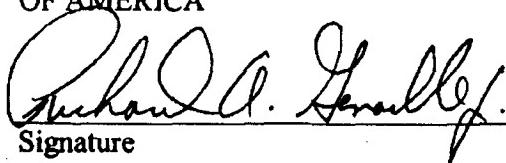
8.9 With the written approval of the Host Party, E&S Personnel may communicate the results of studies conducted by the E&S Personnel as part of their E&S assignment to their Parent Organization for Information and evaluation purposes only.”

d. Delete paragraph 11.7 and replace it with the following:

“This Agreement, which consists of eleven (11) Articles and three (3) Annexes, shall enter into force upon signature by both Parties and shall remain in force for twenty years. It may be extended by written agreement of the Parties.”

B. This Amendment Number One to the Agreement between the Department of Defense of the Government of the United States of America and the Ministry of Defense of the Kingdom of Norway Regarding the Exchange of Engineers and Scientists shall enter into force upon signature by the last Participant. All other provisions of the E&S Agreement remain unchanged.

FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED STATES
OF AMERICA



Signature

FOR THE MINISTRY OF DEFENSE OF
THE KINGDOM OF NORWAY



Signature

Richard A. Genaille, Jr.
Name

Rear Admiral Arne Røksund
Name

Director of Policy, SAF/IA
Title

Director, Policy and Long Term Planning
Title

MAY 27 2009
Date

June 3, 2009
Date

Washington, DC
Location

Oslo, Norway
Location